

REQUEST FOR COUNCIL ACTION

SUBJECT: Salt Lake County Interlocal Agreement Amendment

SUMMARY: Approve Amendment #5 to the Interlocal Agreement with Salt Lake County to provide fleet administrative services for the fiscal year 2014-15.

FISCAL

IMPACT: The funding for this agreement is included in the 2014/15 fiscal budget, account no. 61444101-4310810.

STAFF RECOMMENDATION:

Staff recommends approval of the Amendment #5 to the Interlocal Agreement with Salt Lake County for fleet administrative services.

MOTION RECOMMENDED:

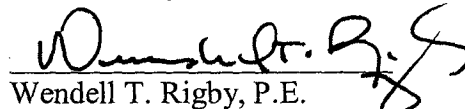
"I move to adopt Resolution No. 14-107 authorizing the Mayor to execute Amendment #5 to the Interlocal Agreement with Salt Lake County for fleet administrative services."

Roll Call vote required.

Prepared by:


Jim Riding
CIP/Facilities/Fleet Project Manager


Reviewed by:


Wendell T. Rigby, P.E.
Director of Public Works

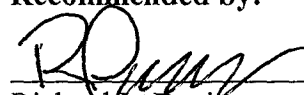
Reviewed by:

Bryce Haderlie
Assistant City Manager

Reviewed as to Legal Sufficiency:


Jeffery Robinson
City Attorney

Recommended by:


Richard L. Davis
City Manager

BACKGROUND DISCUSSION:

By teaming up with the County, the City has been able to improve the efficiency and productivity of the fleet mechanics, increase the inventory fill rate, provide reports meaningful to management through utilization of the County's fleet management computer program, participate in the County's mechanic training programs and receive assistance in the vehicle replacement program. By staying with the County for their administrative services and hiring our own Fleet Manager, Staff does not feel the need for an Administrative Assistant will be required at this time. Below is a chart showing the cost breakdown for staying with the County for their services, but, hiring our own Fleet Manager:

Attachments:

Resolution

Amendment #5

THE CITY OF WEST JORDAN, UTAH

A Municipal Corporation

RESOLUTION NO. 14-107

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 5 TO THE INTERLOCAL COOPERATION AGREEMENT WITH SALT LAKE COUNTY FOR FLEET MANAGEMENT ADMINISTRATION

Whereas, the City Council of the City of West Jordan has reviewed Amendment No. 5 to the Interlocal Cooperation Agreement between the City of West Jordan and Salt Lake County (a copy of which is attached as **Exhibit A**) for Fleet Management Services, in an amount not to exceed \$106,000.00; and

Whereas, the City Council of the City of West Jordan desires to enter into the attached Amendment No. 5 to the Interlocal Cooperation Agreement with Salt Lake County for Fleet Management Services.

NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF WEST JORDAN, UTAH:

Section 1. After approval as to legal form, the Mayor is hereby authorized and directed to execute Amendment No. 5 to the Interlocal Cooperation Agreement between the City of West Jordan and Salt Lake County for an amount not to exceed \$106,000.00.

Section 2. This Resolution shall take effect immediately.

Adopted by the City Council of West Jordan, Utah this 11th day of June 2014.

CITY OF WEST JORDAN

Kim V. Rolfe
Mayor

ATTEST:

Melanie S. Briggs, MMC
City Clerk

Voting by the City Council	"AYE"	"NAY"
Jeff Haaga	_____	_____
Judy Hansen	_____	_____
Chris McConnehey	_____	_____
Chad Nichols	_____	_____
Ben Southworth	_____	_____
Justin D. Stoker	_____	_____
Mayor Kim V. Rolfe	_____	_____

**AMENDMENT NO. 5 To The
INTERLOCAL COOPERATION AGREEMENT
Between
SALT LAKE COUNTY
And
WEST JORDAN CITY
For
FLEET MANAGEMENT ADMINISTRATION**

This Amendment No 5 to the Interlocal Cooperation Agreement is entered into between WEST JORDAN CITY (the "City") and SALT LAKE COUNTY, a body corporate and politic of the State of Utah (the "County"). The City and County may be referred to collectively as the "Parties."

WHEREAS, Salt Lake County and the City of West Jordan are parties to an Interlocal Cooperation Agreement, entered into on July 1, 2010 whereby Salt Lake County agreed to provide fleet management administration for the City; and

WHEREAS, the Parties desire to extend the term of the Interlocal Cooperation Agreement in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises, the mutual covenants and undertakings of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to amend the Interlocal Cooperation Agreement as follows:

1. **TERM & EXTENSION.** Pursuant Section 1, "Term & Extension" of the Interlocal Cooperation Agreement and subject to the revision of exhibits as described herein, the contract is hereby extended upon the same terms and conditions for an additional one year period commencing on July 1, 2014.
2. **EXHIBIT "A", SCOPE OF WORK.** Exhibit A shall be amended as follows:
 - a. The first bullet point reading, "Providing trained personnel, to administer Fleet Management" shall be deleted. The City will provide the trained personnel to administer Fleet Management.
 - b. The Parties agree that the purchase of inventory and all other requirements described in the final bullet point of Exhibit "A" are complete and shall not be performed during this extension.
3. **EXHIBIT "B", SCHEDULE OF FEES.** As required by Section 1 of the Interlocal Cooperation Agreement, Exhibit "B", Schedule of Fees, shall be replaced with the revised Exhibit "B", attached hereto and incorporated herein by this reference.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties do execute this Amendment No. 5 on the ____ day
of June 2014

SALT LAKE COUNTY

By Nichole Dunn
Mayor or Designee

STATE OF Utah)
COUNTY OF Salt Lake)

APPROVED AS TO FORM RB
Salt Lake County District Attorney's
By [Signature]
Deputy District Attorney
Date 5-5-14

On this ____ day of _____, 2014, personally appeared before me, _____,
who being by me duly sworn did say that s/he is the _____ of Salt
Lake County, Office of Mayor, and that the foregoing instrument was signed in behalf of Salt
Lake County by authority of law.

NOTARY PUBLIC

DEPARTMENT APPROVAL:

[Signature]
John Webster, Fleet Division Director

CITY OF WEST JORDAN

By _____
Kim V. Rolfe, Mayor

ATTEST:

City Clerk

Approved as to Form and Legality:

Daney Gleason
Attorney for City of West Jordan
Dated 6-4-14

EXHIBIT "B" SCHEDULE OF FEES

FLEET MANAGEMENT ADMINISTRATION

GENERAL

- A. The prices stated include all costs associated with the performance of the services specified. No other charges shall be allowed.
- B. WEST JORDAN CITY is exempt from sales, use or federal excise taxes on these products and/or services. Exemption certificates shall be furnished when federal excise tax is exempted.
- C. Prices stated shall be firm for the extended term of this Contract. If the Contract is extended, a new price list will be provided to WEST JORDAN CITY, and those prices will be firm until the contract is next extended.
- D. Rates for services and repairs performed at the Salt Lake County fleet facilities shall only apply if WEST JORDAN CITY determines to send a vehicle to the Salt Lake County fleet facilities for service or repair. All other services and repairs shall be performed at the fleet service and repair facility operated by WEST JORDAN CITY.

PRICING/FEES

COST FOR SERVICE:

Fleet Management Administration fee \$106,000.00 Yearly Cost

NOTE: Administration fee will be billed on a monthly basis on or about the twentieth (20th) day of each month following the month services were rendered.

Salt Lake County will provide certified and trained personnel, and equipment, to perform services and repair, at the Salt Lake County fleet facilities for WEST JORDAN CITY vehicles. If WEST JORDAN CITY determines to send a vehicle for repair, the following rates will apply:

Labor Rate Light Duty Shop	per hour	\$85.00		
Labor Rate Heavy Shops	per hour	\$90.00		
Labor Rate – Fabrication/Heavy Equipment	per hour	\$65.00		
Lube/Oil Change				
State Inspection	per inspection	\$30.00		
Vehicle Emissions	per emission test	\$42.50		
Annual Vehicle Inspection	per vehicle/per year	\$85.00		
Parts markup	% of cost of parts	28%		
Sublet	% of cost of sublet	18%	min- \$6.00	max- \$1,500
Shop Charge	% of cost of labor	12%	min- \$2.50	max- \$80.00
Road Call	per mile from shop to site, round trip	\$1.00		